

## INVITATION TO TENDER FOR CARGO TRANSPORTATION BY ROAD.

To whom it may concern

<b>Date of issue:</b>	25 -03-2026
<b>Tender no.:</b>	PRF JBA-CO-2026-014
<b>Contract Title:</b>	Framework Agreement for FWA Agreement Road Transport for two years 2026-2028
<b>Closing date:</b>	10-.04.2026
<b>Contracting Authority:</b>	DanChurchAid Office Plot No. 573 Block 3-K South First Class Area, Tongping, Juba NA Bari, Opposite Nile Fortune Hotel, Lakes Road, Juba - South Sudan Danish HQ: Meldahsgade 3, 1613 Kobenhavn V, Denmark Contact Person: Amoko Godfrey Tel+211925771495 Email <a href="mailto:agym@dca.dk">agym@dca.dk</a> and <a href="mailto:kamm@dca.dk">kamm@dca.dk</a> / <a href="mailto:kfmu@dca.dk">kfmu@dca.dk</a>
NOTE: DCA can only be contacted via the above email. No verbal communication is allowed.	

**DANCHURCHAID (DCA) INVITES YOU TO SUBMIT A PROPOSAL FOR A TWO -YEAR FRAMEWORK AGREEMENT CONTRACT.**

Dear Sir/Madam,

DCA seeks to enter a contract with a Private Transport company that has the required experience and can offer a set-up that can manage to transport DCA goods to Yida by Road in an efficient manner and with relevant data collection and tracking.

Please find enclosed the following documents, which constitute the Tender Dossier:

**A – Instructions to Tenderers**

**B – Draft Contract including Annexes:**

**Annex 1: Terms of Reference**

**Annex 2: Organisation and Methodology** (to be completed by the Tenderer)

**Annex 3 Tender Submission Form** (to be completed by the Tenderer)

**Annex 4: General Terms and Conditions for Service Contracts – Ver3 2020**

**Annex 5: Code of Conduct for Contractors**

**A. INSTRUCTIONS TO TENDERERS**



In submitting a proposal, the Tenderer accepts in full and without restriction the special and general conditions, including Annexes, governing this Contract as the sole basis of this procedure, whatever his/her own conditions of services may be, which the Tenderer hereby waives. The Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions, and specifications contained in this Tender Dossier.

**A.1. Scope of services**

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1

The Tenderer shall offer the totality of the minimum requirements and services described in the Terms of Reference.

**A.2. Cost of proposal**

The Tenderer shall bear all costs associated with the preparation and submission of his/her proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

**A.3. Clarification of tender documents and additional information**

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Information regarding interpretation of this invitation to tender must be requested in writing to the Contracting Authority’s contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the Tender Dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the timetable. If the Contracting Authority provides additional information on the Tender Dossier, such information will be sent in writing to all other prospective tenderers at the same time.

Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.

**A.4. Planned timetable**

The Contracting Authority reserves the right to alter the dates and times in the following timetable, in which case all tenderers will be informed via email.

	Date	Time
Deadline for requests for any clarifications from the Contracting Authority	30 -03-2026	10:00- 4:30 pm
Last date on which clarifications are issued by the Contracting Authority	31 -03-2026	10:00- 4:30 pm.
Deadline for submission of tenders (closing date)	10 -04-2026	04:30 pm CAT
Tender opening session	13 -04-2026	03:00 PM TO 4:30 PM
Contract award	15 -04-2026	10:00 AM
Contract start	17 -04-2026	8:00 AM

**A.5. Eligibility and qualification requirements**

To give evidence of their capability and adequate resources, tenderers shall provide the information and the documents requested in the Tender Dossier.



Tenderers are not eligible to participate in the Tender Procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts – Ver3 2020.

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

As a rule, the timely arrival of a proposal with the Contracting Authority is the Tenderer's responsibility. Irrespective of the reason, proposals arriving after the deadline for the submission of proposals, will be considered late and thus rejected.

Tenderers are also requested to certify that they comply with the Code of Conduct for Contractors.

#### **A.6. Exclusion from award of contracts**

Contracts may not be awarded to Tenderers who, during the Procurement Procedure:

- (a) are subject to conflict of interest; and/or
- (b) are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the Tender Procedure or fail to supply this information.

#### **A.7. Language of Tenders**

The tenders, all correspondence and documents related to the Tender exchanged by the Tenderer and the Contracting Authority must be written in English.

#### **A.8. Documents comprising the Tender**

Tenderers shall complete and submit the following documents with his/her tender:

- a) Tender Submission Form (Annex 3) incl. supporting documents, duly completed and signed
- b) Organisation and Methodology (Annex 2)
- c) Copies of Tenderer's audited financial statement for the last two years.
- d) The quotes for each service description
- e) Provide 3 references: preferably min. 3 references to contracts working with NGO and additional corporate travels
- f) . Proof of membership with a recognised Transportation body in South Sudan and other parts of East Africa
- g) Company profile in the form of a brochure or the like, including information on working language and proof of Tax TIN

and other relevant information that should be made known to the Contracting Authority.

#### **A.9. Financial proposal**

The Financial Proposal shall be presented as an amount in USD in the Tender Submission Form in Annex 3. The price proposed by the Tenderer shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

The Tenderer shall indicate the proposed fee-rates per service defined in the Tender Submission Form in Annex 3. Quoted fees shall be a fixed fee rate. Fees based on a percentage will not be accepted and Costs and expenses which are not listed in the Tender Submission Form by the Tenderer and further listed in the Contract shall be deemed covered by the overhead of profit included in the Travel Agents fees and is not payable by the Contracting Authority.



VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Tender Submission Form.

#### **A.10. Tenderers' proposed personnel**

In the Organisation and Methodology, Annex 2, the Tenderer shall include a detailed description of the roles and responsibilities of the key personnel handling DCA account, and further requirements to experiences and qualifications to fill in these positions. The key personnel are the Key Account Manager and Sales Representatives.

#### **A.11. Validity**

Tenders shall remain valid and open for acceptance for 30 days after the closing date for the submission of tenders.

#### **A.12. Submission of tenders and closing date**

Tenders must be submitted to the email mentioned on the first page, not later than the closing date and time specified in the timetable article A.4. Any tenders received after that time will be deemed ineligible. No tender may be changed after the deadline has passed.

#### **A.13. Tender Report**

After the submission deadline, all tenderers who has submitted a bid, will receive a Tender Report informing of the number of tenders received and name of Tenderers.

#### **A.14. Evaluation of Tenders**

Prior to the detailed evaluation of the tenders, the Procurement Committee, (established by the Contracting Authority for the purposes of this Tender Procedure), shall ascertain whether the tenders meet the eligibility requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the Terms of Reference and/or conditions in the Tender Dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the Procurement Committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the Terms of Reference may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern.

#### **Evaluation method**

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilised in evaluating the tenders, a technical evaluation and a financial evaluation. The Contracting Authority will carry out an evaluation of all received Proposals based on below evaluation criteria.

Candidates who obtain a technical score of min. 70 will be invited for an interview, and Candidates with a Technical score below 70 will not be eligible for further evaluation. After the interview the 2<sup>nd</sup> technical evaluation will take place, followed by the financial evaluation and calculating the overall score.

Tenders will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 50% for the technical proposal; and 50% for the offered price. Each tender's overall score shall therefore be:  $St \times 50\% + Sf \times 50\%$ .

#### **Technical evaluation**



For the evaluation of the technical proposals, the Contracting Authority shall consider the following criteria, with the indicated weights:

TECHNICAL EVALUATION	Maximum Points
<b>1. GENERAL EXPERTISE OF THE ROAD TRANSPORTATION COMPANY</b>	
1.1 Company specialised knowledge and experience in the field of assignment in South Sudan	10
1.2 Company experience in the South Sudan e.g., knowledge of local language, culture, administrative system, government, etc.)	10
<b>1. Sub-total General Expertise of the Road Transporter</b>	<b>20</b>
<b>2. PROPOSED ORGANISATION AND METHODOLOGY</b>	
2.1 To what degree does the proposal show understanding of the task?	15
2.2 Have the Terms of Reference been addressed in sufficient detail?	20
2.3 Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	10
2.4 Is the work plan adequate in responding to the Terms of Reference)	20
<b>2. Sub-total Organisation and Methodology</b>	<b>65</b>
<b>4. KEY COMPANY DOCUMENTS INCLUSIVE STAFF</b>	
4.1 Relevant Certificate of operations and proof of drivers' driving licenses in republic of South Sudan.	10
4.2 Proficiency in English and Arabic language and local language in South Sudan	5
<b>4 Sub-total Key staff</b>	<b>15</b>
<b>Total Technical Score</b>	<b>100</b>

#### Interview and presentation

The Contracting Authority reserves the right to invite Tenderers who has submitted proposals determined to be substantially responsive and having obtained a total Technical Score of min. 70 points, for interview. This interview shall include a presentation of the overall proposal provided and a demonstration of the Tenderers proposed online system.

The purpose of conducting interview is to enable the Contracting Authority to obtain clarifications and elaborations on the submitted tender and the Tenderer are requested to demonstrate the proposed online solution.

Interviews will not entail any substantial negotiation and deviation to the terms and conditions of the Tender Dossier. The interview may however have the purpose of reducing the scope of the services or revising other terms of the Contract to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

Tenderers who will be invited for interview will be informed 2 days in advance by our HR/Admind officer.

#### Financial evaluation



The financial proposal submitted by the Tenderers is fee based. To ensure that the financial evaluation is fair and corresponds the actual annual costs, the fee quoted by the tenderers will be converted into annual fee cost, based on DCA 2025 cargo transport statistics.

Based on the financial proposal calculated into annual costs per fee (by DCA Procurement Committee), each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

$Sf = 100 \times Fm/F$ , in which  
Sf is the financial score  
Fm is the lowest price and  
F is the price of the proposal under evaluation

#### **Award Criteria**

The Contracting Authority will award the contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Dossier and technically compliant, and who has obtained the highest overall score, provided further that the Tenderer has demonstrated the capability and resources to carry out the contract effectively.

#### **A.15. Signature and entry into force of the Contract**

Prior to the expiration of the tender validity period, the Contracting Authority will inform the successful Tenderer in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Tenderer must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful Tenderer will become the Contractor, and the Contract will enter into force once signed by the Contracting Authority.

If the successful Tenderer fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the Tender to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful Tenderer will have no claim whatsoever on the Contracting Authority.

#### **A.16. Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the tender process at any stage.



**B. DRAFT CONTRACT (SERVICE)**

**CONTRACT TITLE: DCA FWA 2026-2028 FOR PROVISION OF ROAD TRANSPORTATION SERVICES JUBA-YIDA  
UNITY STATE SOUTH SUDAN**

**Contract no.: PRF JBA-CO-2026-014**

**Instructions to tenderers: At this stage of the tender preparation this DRAFT CONTRACT document is for your information only and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a successful Tenderer has been selected, and the "Draft" Contract will then become the "Final" Contract between the Contracting Authority and the Contractor.**

DanChurchAid Office  
Plot No. 573 Block 3-K South  
First Class Area, Tongping, Juba NA Bari,  
Opposite Nile Fortune Hotel, Lakes Road,  
Juba - South Sudan  
Danish HQ: Meldahsgade 3, 1613 Kobenhavn V, Denmark

("The Contracting Authority"),

And

<Insert name and address of tenderer>  
("the Contractor")

The Contract is done in English in two originals, one for each of the parties.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:



## Special Conditions

### B.1. Scope of services

The subject of the Contract is Provision of Road Transport Service for DCA South Sudan. The “Services” are described in the Terms of Reference (Annex 1) and further specified in the Organisation and Methodology (the tender’s proposal).

The Contractor acknowledges that:

- a) the Contracting Authority is not obligated to place any minimum number of orders with the Contractor, pursuant to this Contract.
- b) this contract is non-exclusive, and the Contracting Authority is entitled to procure the same or similar supplies from other Contractors, as it sees fit.

### B.2. Commencement and Expiry Date

The Contract shall commence on and after signature of both parties.

The Contract expires; However, the Contract shall remain in force and effect until the end of the warranty liability period as defined in article 15 in the General Terms and Conditions for Service Contracts – Ver3 2020.

### B.3. Terms and Termination

The Contract is valid for a period of three years and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions for Service – Ver3 2020 of this Contract.

The Contracting Authority shall be entitled to renegotiate the Contract for a further period of 12 months on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the Contract not less than 30 days prior to the expiry date, provided however that in the event of a breach of the Agreement by one of the Parties, the other party may for valid cause terminate the Contract as per General Terms and Conditions for Service – Ver3 2020, article 26 and 27.

### B.4. Delivery of Services

The Contracting Authority will issue orders to the Contractor, during the term of this Contract. The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1, Organisation and Methodology, Annex 2 and the price specified in this Contract.

In the event of the Contracting Authority placing an order, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

### B.5. Remuneration

Fee-based price



In consideration for the services, the Contractor shall receive a remuneration to be determined on the basis of the below specified fee's in USD:

<insert list of fees>

This remuneration shall be determined based on actual services provided by the Contractor in the performance of the services.

The fee rate covers the Contractor's overhead, profit, sick leave, overtime and holiday pay, taxes and social charges. Fees and expenses, which are not listed above shall be deemed covered by the overhead of profit included in the Contractor's fees.

The Contractor guarantees that no fees, not specified in this Contract, can be charged to the Contracting Authority.

By signing this Contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this Contract is not being charged more than other clients for similar services and within similar circumstances.

**VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the Contract.**

#### **B.6. Payment**

Payments shall be made in USD by bank transfer to the following account:

Account Number:

Name of Bank:

Address of Bank:

Account name:

Swift Code:

Payment will be made by the Contracting Authority within 30 days of receipt of a monthly <bank statement> covering all services received and booked tickets for that month.

Electronic invoices for each booking reference must be issued continuously and forwarded to the Contracting Authority. Invoices shall min. include the pre-defined information in Terms of Reference, Annex 1, section 3.3.

#### **B.7. Tax and social contributions**

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

#### **B.8. Reporting and evaluation meetings**

The Contractor shall provide the data/reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on improvements and new products available on a running basis.

Bi-annual meetings between the Contractor and the Contracting Authority shall be conducted to discuss cooperation, communication, the services provided, improvements, new services available etc. The Contracting Authority will call for the meeting and provide the agenda.



### **B.9. Liability**

The Contractor will meet without limitation the liability obligations as stated in the General Terms and Conditions for Service Contracts Ver3 2020 article 15.

### **B.10. Order of precedence of contract documents**

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)
3. Organisation and Methodology (Annex 2)
4. Tender Submission Form (Annex 3)
5. General Terms and Conditions for Service Contracts – Ver3 2020 (Annex 4)
6. Code of Conduct for Contractors (Annex 5)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

### **B.11. Language**

The language of this Contract, and of all written communications between the Contractor and the Contracting Authority shall be English.

### **B.12. Data Protection Regulation**

If DanChurchAid CVR No. 36980214 is recording and processing personal data (such as names, addresses, emails, telephone number and CVs), the data will be processed solely for the purposes of the management and monitoring of the Quotation and the Contract by the Contracting Authority without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as and when the contract relates to the Contracting Authority's work outside the EU, transmission of personal data may occur to countries outside of the EU, solely for the purpose of implementing the procurement procedure and the Contract. According to the EU data protection regulation the Candidate has rights related to the information the Contracting Authority processes. Details concerning processing of the Contractor's personal data and rights are available in the Privacy Policy on [Privacy policy – DanChurchAid - DanChurchAid](#)

## **TOR Provision of Road Transport Services for DCA South Sudan in South Sudan**

### **1. Background**

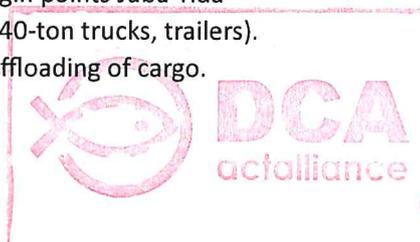
DCA operation in South Sudan requires reliable, safe, and efficient transport services to deliver relief supplies (food, non-food items, Agro Tools, constructions Materials, Fuel etc.) to various locations across the country, including hard-to-reach and insecure areas. Focusing mainly on Juba-Yida in this case

### **2. Objective**

The objective of this ToR is to engage qualified road transport companies to provide **safe, timely, and cost-effective transportation** of humanitarian goods from designated warehouses located in Yida Unity state

### **3. Scope of Work**

- a) The selected transport company shall:
- b) Transport humanitarian cargo from origin points Juba-Yida
- c) Provide appropriate vehicles (e.g., 20–40-ton trucks, trailers).
- d) Ensure proper loading, securing, and offloading of cargo.



- e) Operate in challenging environments, including remote and flood-prone areas.
- f) Provide **door-to-door delivery services** where required.
- g) Comply with delivery schedules and routing plans provided by DCA

#### **4. Key Responsibilities**

##### **4.1 Transport Company**

- a) Ensure vehicles are roadworthy, insured, and licensed.
- b) Provide experienced, trained, and licensed drivers.
- c) Ensure compliance with humanitarian principles and neutrality.
- d) Provide real-time tracking (GPS preferred).
- e) Ensure cargo safety and prevent loss, theft, or damage.
- f) Adhere to agreed delivery timelines.
- g) Provide proof of delivery (signed waybills, Packing list, and good received note)
- h) Responsible for loading from DCA warehouse in Juba and Yida)

##### **4.2 DCA responsibilities**

- a) Provide accurate cargo documentation (waybills, packing lists, etc.).
- b) Ensure proper packaging and labelling of goods during loading in Juba and Yida
- c) Provide offloading support in the Yida warehouse . Share security updates in coordination logistics cluster where available.

#### **5. Fleet Requirements**

Transporters must have access to:

- a) Adequate number of trucks (owned or leased).
- b) Different truck capacities (e.g., 10T, 20T, 30 T+40).

Vehicles suitable for:

- a) Rough terrain
- b) Seasonal roads
- c) Flood conditions
- a) Functional communication systems (mobile/radio).

#### **6. Safety and Security Requirements**

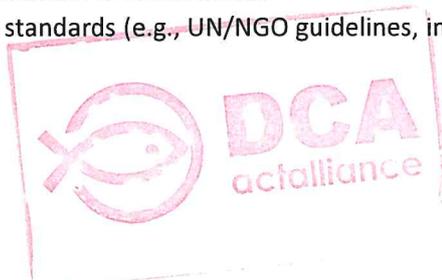
- a) Compliance with humanitarian security protocols.
- b) Drivers must follow designated routes and curfews.
- c) No unauthorized passengers or goods allowed.
- d) Immediate reporting of incidents (accidents, delays, theft).

Vehicles must carry:

- a) First aid kits
- b) Fire extinguishers
- c) Spare tires and tools
- d) Food and enough drinking water

#### **7. Compliance and Standards**

- a) The transporter must comply with:
- b) National transport regulations of South Sudan
- c) Humanitarian logistics standards (e.g., UN/NGO guidelines, including DCA's own Standard)



- d) Ethical conduct, including anti-corruption and safeguarding policy

#### **8. Insurance Requirements**

- a) Comprehensive vehicle insurance
- b) Cargo insurance (where applicable or agreed)
- c) Third-party liability coverage

#### **9. Performance Indicators (KPIs) for the transporter during the contract period with DCA SS**

The transporter will be evaluated based on:

- a) On-time delivery rate
- b) Cargo loss/damage rate
- c) Responsiveness and communication
- d) Compliance with safety standards
- e) Documentation accuracy
- f) Feedback from DCA programme staff and community

#### **10. Reporting Requirements**

The transport company shall provide:

- a) Daily movement reports
- b) Incident reports (if any)
- c) Delivery confirmation documents
- d) GPS tracking reports

#### **11. Contract Duration**

The contract shall be valid for a period of **2 years** with the possibility of extension based on performance.

#### **12. Payment Terms**

Payment will be made based on:

- a) Completed deliveries
- b) Verified waybills
- c) Feedback from end users
- d) Payment schedule: **30 days after invoice submission**

#### **13. Penalties(5%) per day inclusive of weekend**

- a) Penalties may apply for:
- b) Delays without justification
- c) Cargo damage or loss due to negligence
- d) Non-compliance with ToR requirements

#### **14. Eligibility Criteria**

Transport companies must:

- a) Be legally registered in South Sudan
- b) Have proven experience in humanitarian or commercial logistics with South Sudan
- c) Demonstrate financial capacity
- d) Provide references from previous clients
- e) Have a minimum fleet capacity of not less than 20 heavy Commercial Trucks



- f) Have a minimum of 5-10 national Drivers

**15. Submission Requirements**

Interested companies should submit:

- a) Company profile
- b) Fleet details
- c) Driver qualifications
- d) Insurance certificates
- e) Past performance references

**16. Evaluation Criteria**

Proposals will be evaluated based on:

- a) Technical capacity (fleet, experience)
- b) Financial proposal (cost-effectiveness)
- c) Compliance with ToR requirements
- d) Past performance

**ANNEX 2: TENDER SUBMISSION FORM**

The financial proposal for the required services is as follows:

Fee-based Prices:	QTY	Unity of measure	Fee price in USD	Total in USD	Transporters Comment:
<b>General</b>		Trip			
Juba to Yida 40MT inclusive loading of the cargo from DCA warehouse into the Truck and preferably offloading of the cargo from the truck to DCA warehouse in Yida.	14	Trip			
Juba to Yida 20MT inclusive loading of the cargo from DCA warehouse into the Truck and preferably offloading of the cargo from the truck to DCA warehouse in Yida.	1	Trip			

*Fees/cost not listed above will not form part of the Contract and will not be liable for payment.*

**Other relevant information:**

COMPANY INFORMATION	
Company (legal name)	
Street name and no.	
Postal code	
City	





The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

**Signature, date and stamp:**

**Signed by:**

**The Tenderer**

Name of the company:

Address:

Telephone no.:

Email:

Name of contact person:

## ANNEX 3: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS – VER3 2020

### 1. DEFINITIONS

In these general terms and conditions:

- "contract" is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked;
- "personnel" is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and "key experts" are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- "beneficiary country" is the country where the services are to be performed, or where the project to which the services relate is located.

### 2. RELATIONS BETWEEN THE PARTIES

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

### 3. SCOPE OF SERVICES

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

### 4. COMPLIANCE WITH LAWS AND RESPECT OF TRADITIONS

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

### 5. CODE OF CONDUCT

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with

due care, efficiency and diligence, in accordance with the best professional practice.

### 6. DISCRETION AND CONFIDENTIALITY

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

### 7. CONFLICT OF INTEREST

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

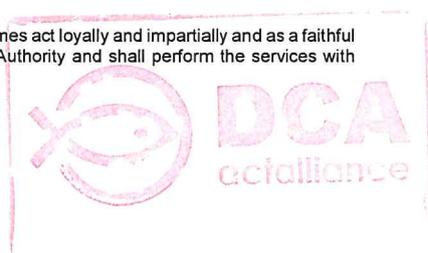
### 8. CORRUPT PRACTICES

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.



### 9. JOINT VENTURE OR CONSORTIUM

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

### 10. SPECIFICATIONS AND DESIGNS

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

### 11. INFORMATION

The Contractor shall furnish the Contracting Authority, or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

### 12. REPORTS

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

### 13. CONTRACTOR'S PERSONNEL

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reason therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

Additional costs arising out of a replacement shall be borne by the Contractor.

#### 13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

#### 13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave, pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

### 14. SUB-CONTRACTING

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

### 15. LIABILITY

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

### 16. INSURANCE

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;
- b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;
- c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;
- d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;
- e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effectuated. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

## 17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

## 18. RECORDS

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

## 19. OBLIGATIONS OF CONTRACTING AUTHORITY

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

## 20. CONTRACT PRICE AND PAYMENTS

Contracts are either "global price" or "fee-based".

### 20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined based on time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

### 20.2. Global price contract

The global price covers both the Contractor's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

### 20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

### 20.4. Guarantees

In the case of an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

### 20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

### 20.6. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

## 21. DELAYS IN PERFORMANCE

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation. If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense

## 22. BREACH OF CONTRACT

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

- a) liquidated damages; and/or
- b) termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

### 23. SUSPENSION OF PERFORMANCE

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

### 24. AMENDMENT OF THE CONTRACT

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

### 25. Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor's completion report, (b) the Contracting Authority has approved the Contractor's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

### 26. TERMINATION BY THE CONTRACTING AUTHORITY

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

#### 26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

### 27. TERMINATION BY THE CONTRACTOR

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;
- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

### 28. RIGHTS AND OBLIGATIONS UPON TERMINATION

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

- (a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
  - (b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;
  - (c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;
  - (d) in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.
- The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

### 29. FORCE MAJEURE

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

### 30. APPLICABLE LAW AND DISPUTES

The contract is governed by and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any

ruling by the court will be final and directly executable in the country of the Contractor.

### 31. HUMAN RIGHTS AND LABOUR RIGHTS

The Contractor warrants that it, and its affiliates, respect and uphold Human- and Labour Rights defined in national law and in the UN Universal Declaration of Human Rights (1948) and the International Labour Organization Declaration on Fundamental Principles and Rights at Work (1998). Furthermore, the Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced Labour Convention C29 and in the Abolition of Forced Labour Convention C105 of the International Labour Organization. Furthermore, the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

### 32. MINES AND OTHER WEAPONS

The Contractor (and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Furthermore, the Contractor warrants that it and its affiliates are NOT involved in the sale and/or production of weapons which feed into violations of International Humanitarian Law covered by the Geneva Conventions I-IV and Additional Protocols; and the UN Convention on Certain Conventional Weapons (1980). Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice.

### 33. INELIGIBILITY

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Communities' financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- (g) He has been guilty of creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of his registered office, central administration or principal place of business.
- (h) They are involved in terrorism activities, providing support to individuals or organizations that support terrorism activities, condone the use of terrorism or involved in the provision of arms to individuals or organizations involved in terrorism.
- (i) They are on a list of sanctioned parties issued by United States government, UN, EU or other government issued terrorism and sanction lists.

### 34. CHECKS AND AUDITS

The Contractor shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

### 35. LIABILITY

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) Contractors.

### 36. DATA PROTECTION

If the Contracting Authority is subject to EU Directive 95/46/EC (General Data Protection Regulation) and the Contractor is processing personal data in the context of submitting an offer (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) the Contractor shall do so accordingly to EU Directive 95/46/EC (General Data Protection Regulation) and inform the data subjects of the details of the processing and communicate the Contracting Authority's Privacy Policy to them.



## Annex 4:



# CODE OF CONDUCT FOR CONTRACTORS

## ETHICAL PRINCIPLES AND STANDARDS

By this Code of Conduct, the Contracting Authority outlines the ethical principles and standards which contractors are required to follow and uphold. The Contracting Authority is a rights-based organisation that works for people's rights to a dignified life and equality and we expect our contractors to act in a socially responsible manner, with respect for human and Labour rights and the environment.

This Code of Conduct are aligned with recommendations from the Danish Ethical Trading Initiative (DIETH)<sup>1</sup>, the UN Global Compact principles<sup>2</sup> and ECHO's Humanitarian Aid Guidelines for Procurement 2011<sup>3</sup>.

### General Conditions

The Code of Conduct is applicable for all contractors who supply goods, services and works to our operations and projects. It defines the expectations to contractors to act in accordance with applicable law and to conduct themselves responsibly, ethically and with integrity. This includes taking appropriate due diligence measures towards minimising adverse impacts on human- and labour rights, environment and anti-corruption principles. By signing the Code of Conduct contractors agree to ensure due diligence and placing ethics central to their business.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long-term commitment for which we also have a responsibility. To achieve high ethical standards, we are willing to engage in dialogue and collaboration with our contractors. In addition, we expect our contractors to be open and willing to engage in dialogue.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to rejection of bids or termination of contracts.

### Human Rights and Labour Rights

Contractors must protect and promote human- and labour rights and work actively to address issues of concern as they arise. As a minimum they are required to comply with national laws and actively work to secure alignment to international Human and Labour Rights standards and frameworks:

**Respect for Human- and Labour Rights** (The International Bill of Human Rights, ILO Declaration on Fundamental Principles and Rights at Work and the UN Guiding Principles on Business and Human Rights):

The basic principles of the International Bill of Human Rights are that all human beings are born free and equal in dignity and in rights within all spheres of life. Everyone has the right to life, liberty, dignity, freedom and security of the person. Contractors must not flaunt their responsibility to uphold and promote such rights toward employees, contractors, subcontractors and the community in which they operate.

**Non-exploitation of Child Labour** (UN Child Convention on the Rights of the Child, and ILO C138 & C182):

Contractors must not engage in the exploitation of child labour<sup>4</sup> and contractors must take the necessary steps to prevent the employment of

child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.

**Employment is freely chosen** (ILO C29 & C105):

Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.

**Freedom of association and the right to collective bargaining** (ILO C87, C98 & C154):

Contractors must recognise workers right to join or form trade unions and bargain collectively and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).

**Living wages are paid** (ILO C131):

As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally, a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling, and provide a discretionary income<sup>5</sup>.

**Non-discrimination in employment** (ILO C100 & C111 and the UN Convention on Discrimination against Women):

Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.

**No harsh or inhumane treatment of employees** (ILO C105):

The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation and abuse may never be practiced by contractors.

**Working conditions are safe and hygienic** (ILO C155 & C168):

Contractors shall provide safe and hygienic working conditions for its employees and put in place adequate measure to prevent accidents and injury to health associated with or occurring in the course of work.

**Working hours are not excessive** (ILO C1, C14, C30 & C106):

Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

**Regular and contractual employment** (ILO C143, C183 & C132):

All work performed must be on the basis of a recognised employment relationship via written contracts, established through international conventions and national laws. Contractors shall provide leave, benefit and employment protection, and protect vulnerable group's regular employment under these laws and conventions.

### International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law<sup>6</sup> as defined in the Geneva Conventions I-IV and

<sup>1</sup> <https://www.dieh.dk/om-dieh/etisk-handel/hvordan-etisk-handel/dieh-guidelines/>

<sup>2</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>3</sup> [http://ec.europa.eu/echo/files/partners/humanitarian\\_aid/Procurement\\_Guidelines\\_en.pdf](http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf)

<sup>4</sup> The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5> and

[https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0:NO::P12100\\_ILO\\_CODE:C138](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0:NO::P12100_ILO_CODE:C138)

<sup>5</sup> Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.

<sup>6</sup> This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

Additional Protocols. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict.

#### **Non-Involvement in Weapon- and Criminal Activities**

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions. Contractors shall not engage in any development, sale, manufacturing or transport of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law covered by the Geneva Conventions and Protocols.

Contractors shall not be engaged in any illegal or criminal activity and must never be associated with, provide support to or be involved in any terrorist activities.

#### **Protection of the Environment**

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration on Environment and Development. As a minimum, contractors must never support or be involved in illegal foresting and shall actively address issues related to proper waste management, ensuring recycling, conservation of scarce resources and efficient energy use.

#### **Anti-Corruption**

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws.

#### **Complaints**

Contractors and contractor's employees who are confronted with corrupt practices, violations of human- or labour rights, or any of the standards laid down in this Code of Conduct, are encouraged to file a complaint with the Contracting Authority<sup>7</sup>.



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<sup>7</sup> DCA's Complaint Handling System is accessed on our website.

